

2002 10059
Recorded in the Above
MISC Book & Page
07-29-2002 11:56:57 AM

STATE OF ALABAMA)

MORGAN COUNTY)

OB/05/2002 13:47:00 FILED/CERTIFIED

This Instrument Prepared by Horsan County

Maurice L. Shevin

Attorney at Law

Sirote & Permutt, P.C.

2311 Highland Avenue, South

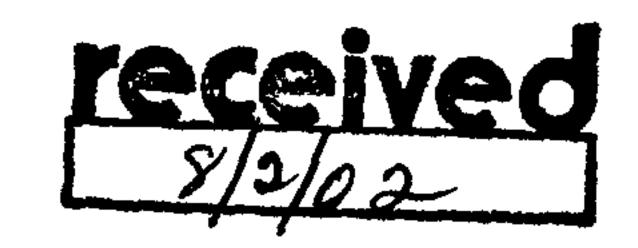
ASSIGNMENT

Five hundred fifty two thousand,

Birmingham, AL 35205

In consideration of the payment of two hundred seventy nine and 100 Dollars (\$ 552,279.86) by PRO FORMA TITLE INCORPORATED, whose notice address is 5511 Highway 280 East, Greystone Park, Suite 305, Birmingham, Alabama 35242 ("Assignee") to FRONTIER NATIONAL BANK, whose notice address is 43 North Broadway Avenue, Sylacauga, Alabama 35150 ("Assignor"), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign, set over and convey unto Assignee all of Assignor's right, title and interest in and to the following:

- 1. Multipurpose Note and Security Agreement by and between Assignor as Lender and Reeves & Burchel Partnership, Inc. as Borrower, dated March 6, 2002, in the original loan amount of \$557,364.10;
- 2. Mortgage and Security Agreement: Open-End Credit with Future Advances, by and between Assignor as Mortgagee and Roy Burchel and spouse Crevolyn A. Burchel, said Mortgage being recorded in the Office of the Judge of Probate of Morgan County, Alabama, at Mortgage Book 2002, Page 17256, on March 25, 2002, said document bearing date of March 6, 2002;
- 3. Assignment of Rents and Leases by and between Roy and Crevolyn A. Burchel as Lessor, and Frontier National Bank as Lender, said document recorded in the Office of the Judge of Probate of Morgan County, Alabama, at Mortgage Book 2002, Page 17262, said instrument bearing date of March 6, 2002;
- 4. Third-Party Pledge Agreement by and between Roy Burchel and Crevolyn A. Burchel as Pledgors, and Frontier National Bank as Secured Party, dated March 6, 2002, securing the debt of Reeves & Burchel Partnership, Inc. to Secured Party with the real estate collateral described therein;
- 5. Continuing Guaranty by and between Roy Burchel as Guarantor in favor of Frontier National Bank as Lender, dated August 22, 2001, guaranteeing the debt of Reeves & Burchel Partnership, Inc.; and
- 6. Continuing Guaranty of Darryl D. Reeves in favor of Frontier National Bank, dated August 22, 2001, guaranteeing the indebtedness of Reeves & Burchel Partnership, Inc.



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Assignor herewith delivers to Assignee the original Multipurpose, Note and inty Security Agreement, together with originals or copies of the other referenced instruments.

Undersigned Assignor does hereby remise, release, quitclaim and convey to the Assignee herein all of Assignor's right, title and interest in and to the instruments described above, the rights created therein, the interest conveyed thereby, and the indebtedness established thereunder; PROVIDED, HOWEVER, this Assignment is made without representation and warranty of any kind or nature.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized officer as of this day of June, 2002.

FRONTIER NATIONAL BANK

Executive Vice President

STATE OF ALABAMA

20020805000365330 Pg 2/2 17.00 Shelby Cnty Judge of Probate, AL 08/05/2002 13:47:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES M. YATES whose name as EXECUTIVE VICE FRES of Frontier National Bank, a Copperation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the day of line, 2002.

My Commission Expires: 12-28-6

Frontier National - Assignment

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570 ACT 13.00

168.8551 168.8551 95-424 CONTRACT AND